

Pre-Requisites for Delivery Condition and Process

Pre-Requisites for Opting Delivery by the Home Buyers as per the approved Resolution Plan and process include the following

1. Acknowledgement by a return email Opting Delivery for the allotted Unit. Executing of Declaration-cum-Undertaking-cum Affidavit as per prescribed format attached.
2. Submit copy of affidavit made for unconditional withdrawal of all existing cases in the relevant court/ forums /tribunal / government / quasi-judicial authorities etc. within 6 working days of signing Declaration-cum-Undertaking-cum Affidavit.
3. In case Customer has a bank Loan the customer shall submit Bank NOC for execution of Sub-Lease-Deed against the same Unit.
4. In case if the bank loan is paid off and the same is not updated in our records then Loan Closure Letter along with original documents provided by the company for obtaining bank loan shall also be submitted.
5. The customer shall make the payment towards the Offer of Possession / or any other outstanding amount including interest, holding charges, maintenance charges etc., to be done within the stipulated timeframe of 45 days.
6. The customer shall also submit KYC (Copy PAN Card, Aadhaar Card, 6 Nos. of Photographs) for executing the Sub Lease Deed.
7. Submission of Stamp Duty in respect of the Sub Lease Deed by the customer.
8. Taking over the Possession Unit after execution and registration of Sub Lease Deed.

ACCEPTED

Name of Applicant(s) :

Address & Mobile No.:

(On Rs.250/- Non judicial Stamp paper and to be Notarized)

Declaration-cum-Undertaking-cum-Affidavit

To,
Adani Infrastructure Integrated Solutions Limited
(formerly Jaiprakash Associates Limited)
Sector 128, Noida, Uttar Pradesh – 201304

Date: _____

Subject: Declaration-cum-Undertaking-cum-Affidavit provided along with request for delivery of unit

Dear Sir/Madam,

I, [Name of Signatory], son of / daughter of [Name of Signatory's father] aged [Age of Signatory] resident of [Address of Signatory], having AADHAR Number [insert AADHAR number] ("**Homebuyer**") do hereby declare and provide this Declaration-cum-Undertaking-cum-Affidavit in favour of in favour of **Adani Infrastructure Integrated Solutions Limited (formerly Jaiprakash Associates Limited)** ("the Company"), a company incorporated under the Companies Act, 1956, having CIN L14106UP1995PLC019017 and having its registered office at Sector 128, Noida, Uttar Pradesh – 201304, the name of which company was changed from Jaiprakash Associates Limited to **Adani Infrastructure Integrated Solutions Limited** with effect from 30 July 2026 pursuant to a fresh Certificate of Incorporation issued by the Registrar of Companies, in connection with the Resolution Plan approved by the Hon'ble National Company Law Tribunal, Allahabad, Prayagraj Bench ("NCLT") vide its order dated 17 March 2026 (as clarified by its order dated 8 May 2026) ("Resolution Plan").

The Resolution Plan provides for, *inter alia*, settlement and resolution of the claims of the stakeholders of the Company, including Homebuyers, and also provides the mechanism for delivery of units to eligible Homebuyers in accordance with the terms thereof.

I acknowledge and confirm that I had duly filed my claim before the Resolution Professional during the Corporate Insolvency Resolution Process of the Company in respect of **Unit No. [●]** (hereinafter referred to as the Said Unit) in **[Project Name]** and am entitled to seek delivery of the Said Unit in accordance with the Resolution Plan and the applicable delivery conditions ("**Delivery Conditions**").

I further acknowledge that I have carefully perused and understood the Delivery Conditions applicable to the Said Unit and am desirous of taking delivery of the Said Unit in accordance with the Resolution Plan. Accordingly, I am executing this Declaration-cum-Undertaking-cum-Affidavit along with my request for delivery of the Said Unit.

In consideration of the above, and along with my request to seek delivery of the Said Unit, I, [insert name], hereby irrevocably and unconditionally undertake as follows:

1. I hereby irrevocably and unconditionally acknowledge, accept and agree to comply with the terms of the Resolution Plan and accept the delivery conditions pursuant to which the delivery of the Said Unit shall be made to me.
2. I undertake to complete all formalities and execute all documents required for delivery, registration of the sub lease deed of the Said Unit, including payment of all applicable stamp duty, registration charges, holding charges, maintenance charges, outstanding dues and all other amounts payable by me under the Resolution Plan, the terms and conditions of allotment and applicable law.
3. I hereby irrevocably acknowledge and undertake that I accept delivery of the Said Unit on an "**As Is Where Is**" basis and I shall not raise any claim, demand or seek any compensation, reimbursement, adjustment or concession from the Company in respect thereof or on account of the existing condition of the Said Unit.
4. I undertake that I shall unconditionally withdraw all my case(s) pending before _____ (Court/Tribunal/Forum/Authority) in relation to the -----project, the Company, and its employees and/or the Said Unit and shall provide documentary evidence satisfactory to the Company evidencing such withdrawal of my cases. to the Company within 6 (six) working days from the date of this Declaration-cum-Undertaking-cum-Affidavit.

OR (To strike off either of the para which is not applicable)

I hereby declare and confirm that I have not instituted, filed or initiated, nor caused to be instituted, filed or initiated, any suit, complaint, appeal, application, writ petition, arbitration, execution proceedings or any other legal proceedings before any court, tribunal, forum, authority or other judicial or quasi-judicial body in relation to the [Project Name] Project, the Company and its employees, and/or the Said Unit

5. I further acknowledge and declare that I have understood the prerequisites of delivery and delivery conditions for the delivery of the Said Unit on as is where is basis and in that respect providing me one-time scope discount for the Said Unit and that I acknowledge and accept without demur or objection the Said Unit on as is where is basis and the scope discount offered to me on the Said Unit and that I, or my legal heirs, representatives and the transferee of the Said Unit shall not claim any further benefit, demands or any claims in future against the Company for the same.
6. I acknowledge and confirm that such delivery of possession of the Said Unit shall constitute full and final settlement of all my claims, rights, remedies, demands,

disputes, actions and liabilities against the Company, whether asserted, pleaded or unpleaded, arising out of or in connection with or capable of arising out of or in connection with the _____ project and the Said Unit, and all claims, counterclaims, demands, disputes, actions, proceedings, suits, litigations, arbitrations and any other legal proceedings of whatsoever nature, whether pending or threatened, that have been initiated by me against the Company and its employees before any court, tribunal, forum, authority or other body including those set out in Schedule 1 (collectively, the “**Homebuyer Proceedings**”), and I shall not have any further claims, rights and/or obligations against the Company and its employees in respect of the subject matter of the Homebuyer Proceedings and the Company, its shareholders, affiliates, and its successors, assigns and representatives shall stand irrevocably and unconditionally discharged from all obligations and liabilities under the Homebuyer Proceedings.

7. I undertake to complete all my obligations and requirements for taking possession and registration of the Said Unit within 45 days from the date of this Declaration-cum-Undertaking-cum-Affidavit or within such other period as may be communicated by the Company.
8. This Declaration-cum-Undertaking-cum-Affidavit herein shall survive delivery, execution and registration of the sub lease deed in respect of the Said Unit.

DEPONENT

VERIFICATION

I, _____, the above-named Deponent, do hereby verify that the contents of this Declaration-cum-Undertaking-cum-Affidavit are true and correct to my knowledge and belief, no part thereof is false and nothing material has been concealed therefrom.

Verified at _____ on this ____ day of ____ 2026.

DEPONENT

Schedule 1

[Insert details of ongoing Homebuyer Proceedings]

Case No.....

(On Rs.100/- Non-Judicial Stamp Paper and to be Notarized)

INDEMNITY BOND

To,

Adani Infrastructure Integrated Solutions Limited
(formerly Jaiprakash Associates Limited)

Sector 128, Noida, Uttar Pradesh – 201304

Date: _____

This Indemnity Bond is executed on this ____ day of _____, 2026 at _____ by **[Name of Homebuyer]**, son/daughter/wife of **[●]**, residing at **[Address]**, holding Aadhaar No. **[●]** (the "**Homebuyer**"), in favour of **Adani Infrastructure Integrated Solutions Limited (formerly known as Jaiprakash Associates Limited)** (the "**Company**"), the Resolution Applicant (being Adani Enterprises Limited and/or any Implementing Entities under the Resolution Plan), and their respective shareholders, directors, officers, employees, professional advisors, agents, successors, assigns and representatives (collectively, the "**Indemnified Parties**").

I hereby execute this Indemnity Bond in connection with the Resolution Plan in respect of the Company approved by the Hon'ble National Company Law Tribunal, Allahabad Bench, vide its order dated 17 March 2026 (as clarified by its order dated 8 May 2026) ("**Resolution Plan**").

I acknowledge that I had submitted my claim before the Resolution Professional during the Corporate Insolvency Resolution Process of the Company in respect of **Unit No. [●]** in **[Project Name]** (the "**Said Unit**") and have elected to seek delivery in accordance with the Resolution Plan and the applicable Delivery Conditions.

In consideration of the Company processing delivery of the Said Unit in accordance with the Resolution Plan, I hereby irrevocably and unconditionally undertake, covenant and agree as follows:

1. I represent and warrant that I am the sole/joint and absolute allottee(s) and claimant(s) in respect of the Said Unit and that no other person has any right, title, interest, lien, charge or claim whatsoever over or in respect of the Said Unit, whether by way of sale, transfer, assignment, mortgage, charge, gift, inheritance, agreement, nomination, power of attorney, court order or otherwise.
2. I further undertake to complete all formalities and execute all documents required for delivery, and registration of the Said Unit, including payment of all stamp duty, registration charges, holding charges, maintenance charges, balance amounts in respect of the Said Unit and all other amounts payable by me under the Resolution Plan and/or applicable law within 45 days (forty five) from the date of Declaration-cum -Undertaking-cum Affidavit.

3. I hereby irrevocably acknowledge and undertake that I am accepting delivery of the Said Unit on an "**As Is Where Is**" basis. I further undertake not raise any claim, demand or seek any compensation, reimbursement, adjustment or concession from the Company or the Indemnified Parties in respect of such works or the existing condition of the Said Unit.
4. I hereby irrevocably and unconditionally undertake that, in the event I have instituted or caused to be instituted any suit, complaint, appeal, application, writ petition, arbitration, execution proceedings, consumer complaint or any other proceedings before any court, tribunal, forum, authority or other judicial or quasi-judicial body in relation to the _____Project and/or the Said Unit, I shall withdraw all such proceedings and file all applications, affidavits, statements and such other documents as may be necessary for recording withdrawal thereof, and shall furnish satisfactory documentary evidence of such withdrawal to the Company within six (6) working days or within such other period as may be prescribed by the Company but in any case prior to delivery of the Said Unit.

.or (Strike off whichever is not applicable.

In the event wherein no proceedings have been instituted by me, I hereby irrevocably undertake that I shall not, prior to or after delivery of the Said Unit in accordance with the Resolution Plan, institute, file, initiate, revive or pursue any suit, complaint, appeal, application, writ petition, arbitration, execution proceedings or any other legal proceedings against the Company and its employees or the Indemnified Parties in relation to the Project and/or the Said Unit.

5. I acknowledge and confirm that delivery and registration of the Said Unit in accordance with the Resolution Plan shall constitute full and final settlement of all my rights, claims, demands, disputes, causes of action and entitlements arising out of or in connection with the Project and/or the Said Unit, and that neither I nor any person claiming through or under me shall have any further claim against the Company, its employees or the Indemnified Parties in relation thereto.
6. I hereby irrevocably and unconditionally indemnify, defend and hold harmless the Indemnified Parties from and against any and all claims, counterclaims, demands, disputes, proceedings, suits, litigations, arbitrations, losses, damages, liabilities, costs, charges and expenses (including legal fees and expenses) of whatsoever nature, whether actual or contingent, present or future, arising out of or in connection with:
 - (a) any claim by any person asserting any right, title or interest in the Said Unit;
 - (b) any prior sale, transfer, assignment, nomination, agreement, arrangement or other dealing by me in relation to the Said Unit;
 - (c) any breach of the representations, declarations, warranties or undertakings contained in this Indemnity Bond;
 - (d) my failure to withdraw any proceedings referred to in Clause 4 above;

(e) any proceedings instituted, revived or pursued by me contrary to Clause 4 above;
or

(f) any claim asserted by me or by any person claiming through or under me against the Company or the Indemnified Parties in relation to the Project and/or the Unit after delivery and/or registration of the Said Unit.

7. This Indemnity Bond shall constitute a continuing and irrevocable obligation and shall remain valid, binding and enforceable notwithstanding delivery of possession on “as is where is” basis, execution and registration of the sub lease deed of the Said Unit, any subsequent transfer or dealing in respect of the Said Unit.
8. This Indemnity Bond is executed voluntarily, without any coercion, undue influence or misrepresentation and with full knowledge and understanding of its legal consequences.

INDEMNIFIER / EXECUTANT

Signature: _____

Name: _____

Witnesses:

1. Name: _____ Signature: _____

Address: _____

2. Name: _____ Signature: _____

Address: _____